

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

37 C.F.R. § 3.73(b) Statement
Revocation & Appointment of Power of Attorney
Change of Correspondence Address

#11

Applicant: David F. Broadbent, et al.

For: AN INTERFACE SYSTEM FOR A MORTGAGE LOAN ORIGINATOR COMPLIANCE ENGINE Attorney Docket No. 020530CIP

Application No.: 09/804,943

Filed: 13-Mar-2001

37 C.F.R. § 3.73(b) Statement

Alliance Mortgage Company is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment of the **patent application** identified above. The assignment was filed in the United States Patent and Trademark Office on January 15, 2003. A copy of the assignment is attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Revocation & Appointment of Power Of Attorney

I hereby revoke all previous powers of attorney, if any, and appoint the following attorneys and agents to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

Attorney, Reg. No.

Roberto Capriotti,	46,599
Maria Comninou,	44,626
George D. Dickos,	30,048
Thomas J. Edgington,	34,324
Christine R. Ethridge,	30,557
Kami Lammon-Hilinski,	51,913
Jesse A. Hirshman,	40,016
James M. Joyce,	43,700
Mark G. Knedeisen,	42,747
William E. Kuss,	41,919
James R. Kyper,	27,346

Attorney, Reg. No.

Michael D. Lazzara,	41,142
Mark R. Leslie,	36,360
Franklin B. Molin,	37,397
Robert A. Muha,	44,249
Mark A. Nuzzo,	P53,396
Donald R. Palladino,	46,976
Jonathan C. Parks,	40,120
Bernard G. Pike,	46,993
Robert V. Racunas, Jr.,	43,027
David Schramm,	41,295
Robert D. Yeager,	25,047

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Change of Correspondence Address

Please direct all correspondence to:

George D. Dickos, Esquire
Kirkpatrick & Lockhart, LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222-2312

Customer number:

Declaration

I hereby declare that my presentation of this paper constitutes a certification under 37 C.F.R § 10.18, which provides, in part, that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and that further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful statements may jeopardize the validity of the application and any patent issuing therefrom.

Date

3/21/03

Signature

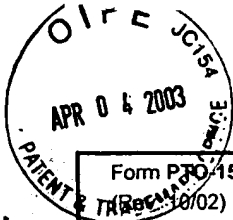
Amy C. Grable

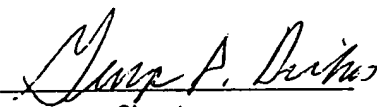
Name

Amy C. Grable

Title

V.P. and Senior Litigation Counsel



Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ==>>> ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): JON ROWBERRY, Trustee For ONEPIPELINE.COM, INC. AND ONEPIPELINE.COM, INC. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Alliance Mortgage Company</u> Internal Address: _____ _____ Street Address: <u>8100 Nations Way</u> _____ City: <u>Jacksonville</u> State: <u>FL</u> Zip: <u>32256</u> Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Bill of Sale, Assignment and Assumption Agreement</u> Execution Date: <u>January 9, 2002</u>			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) 09/804,942 09/804,943 09/645,801 09/645,800 09/645,799 09/645,798 09/645,796 09/645,775 09/645,744 09/645,217 B. Patent No.(s) Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed. Name: <u>George D. Dickos, Esq.</u> Internal Address: <u>Kirkpatrick & Lockhart LLP</u> _____ _____ Street Address: <u>Henry W. Oliver Building</u> <u>535 Smithfield Street</u> City: <u>Pittsburgh</u> State: <u>PA</u> Zip: <u>15222-2312</u>		6. Total number of applications and patents involved: <u>10</u> 7. Total fee (37 CFR 3.41).....\$ <u>400.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>11-1110</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <u>George D. Dickos</u> <u></u> <u>January 14, 2003</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>38</u>			

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made to be effective as of the 9th day of January, 2002 (the "Effective Date"), by and between **ONEPIPELINE.COM, INC.**, a Utah corporation ("OP"), and **JON ROWBERRY, Trustee** (collectively, the "Seller") and **ALLIANCE MORTGAGE COMPANY**, a Florida corporation ("Purchaser").

RECITALS:

A. Seller and Purchaser have heretofore mutually executed and delivered that certain Asset Purchase Agreement (the "Agreement"), dated January 9, 2002, which Agreement provides for the sale of certain assets by Seller to Purchaser. ALL INITIALLY CAPITALIZED TERMS USED AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANING GIVEN TO SUCH TERMS IN THE AGREEMENT.

B. It is the desire of Seller to hereby sell, transfer and convey to Purchaser all of Seller's right, title and interest, in and to the Assets as specified in Exhibit A attached hereto.

C. Purchaser has agreed to assume all obligations and liabilities accruing on or subsequent to the Effective Date with respect to the Assumed Liabilities and Seller has agreed to pay and discharge, when due and payable, whether payable prior or subsequent to the Effective Date, all such obligations and liabilities related to the Assumed Liabilities which shall have accrued prior to the Effective Date.

NOW THEREFORE, in consideration of the Purchaser's assumption of the Assumed Liabilities and payment of the Purchase Price pursuant to Sections 2.2 and 2.3 of the Agreement, the receipt and sufficiency of which are hereby acknowledged and confessed, Seller does hereby **SELL, TRANSFER, ASSIGN, SET OVER, QUITCLAIM AND DELIVER AND CAUSES ITS AFFILIATES, AS APPLICABLE, TO HEREBY SELL, TRANSFER, ASSIGN, SET OVER, QUITCLAIM AND DELIVER** unto Purchaser, its successors and assigns, all of Seller's and its Affiliates', as applicable, respective right, title and interest in and to the Assets, together with any and all warranties, guarantees and agreements of third parties related thereto, if any, provided that any assignment by Seller and assumption by Purchaser shall not be effective as a matter of law if Purchaser is required to assume Liability as a matter of law for any period of time prior to the Closing Date.. The Assets are conveyed free and clear of all liens, claims, charges or encumbrances whatsoever. Notwithstanding anything contained herein to the contrary, it is understood that Seller is not selling, assigning, transferring, conveying or delivering the Excluded Assets by these presents or pursuant to the Agreement.

In connection with the transfer of Seller's or its Affiliate's right, title and interest in and to the Assets, Seller agrees that, upon Purchaser's request, and with reasonable prior notice, Seller will allow Purchaser reasonable access during normal business hours to Seller's books and records to the extent such books and records are available and access is reasonably necessary to Purchaser's performance of the obligations under the Assumed Liabilities or the assertion by

Purchaser of any claim related to the Assets against any third party or the defense by Purchaser of any claim related to the Assets asserted by any third party against Purchaser.

From and after the date hereof, Purchaser agrees to allow Seller reasonable access during normal business hours, to Seller's records transferred hereunder to the extent such access is reasonably necessary to any reporting requirement of Seller, Seller's winding up of business, or the assertion of a defense by Seller of any claim.

It is understood and agreed that by its execution hereof, Purchaser hereby assumes all obligations, and agrees to perform all of the terms, covenants and conditions, of the Assumed Liabilities which accrue and pertain to the period on or after, but not prior to, the Effective Date. The assumption by Purchaser of such Assumed Liabilities will not be construed to defeat, impair or limit in any way any rights or remedies of Purchaser under the Agreement.

Seller represents and warrants to Purchaser that Seller executes this Bill of Sale on its own behalf, as well on behalf of its Affiliates, as applicable, that may have a right, title and interest in and to the Assets and, if necessary, the Seller will cause such Affiliates to execute any and all such documents that may be necessary to transfer such Affiliate's right, title and interest in and the Assets to the Purchaser.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, IN THE AGREEMENT, OR IN (I) OTHER ASSIGNMENT AND ASSUMPTION AGREEMENTS EXECUTED BY PURCHASER TO EFFECT THE TRANSFER OF RIGHTS UNDER ANY OF THE ASSUMED LIABILITIES; OR (II) RESTRICTIONS ON TRANSFER CONTAINED IN THE ASSUMED CONTRACTS, PURCHASER ASSUMES NO EXPRESS OR IMPLIED LIABILITY, DEBT OR OBLIGATION, OF ANY KIND WHATSOEVER, OF SELLER OR ANY OF ITS AFFILIATES BY THIS BILL OF SALE, UNDER THE AGREEMENT OR AS A RESULT OF THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN.

Notwithstanding anything to the contrary herein, Purchaser and Seller agree that: (i) Seller will not assign, and Purchaser will not assume, any Assumed Contract, assignable Permit (and Purchaser will not assume any Liability with respect thereto) unless and until any required third party consent to each such assignment and assumption has been obtained, in a form acceptable to Purchaser in its reasonable discretion.

All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This Bill of Sale may be executed in one or more counterparts, each of which when assembled shall be deemed to be an original, but all of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale to be effective as of the date and year first written above.

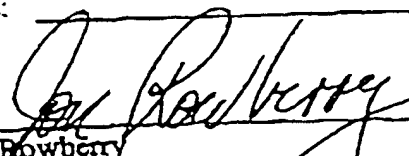
SELLER:

ONE PIPELINE.COM, INC.

Date: January __, 2002

By: _____
Name: _____
Title: _____

Date: January __, 2002


Jon Bowberry
Trustee for the Secured Creditors

IN WITNESS WHEREOF, Seller has executed this Bill of Sale to be effective as of the date and year first written above.

SELLER:

ONE PIPELINE.COM, INC.

Date: January __, 2002

By: 

Name: DAVID BROADBENT


Title: Chairman

Date: January __, 2002

Jon Rowberry

Trustee for the Secured Creditors

"PURCHASER"
ALLIANCE MORTGAGE COMPANY

By: 
Name: PATRICK J. McENANEY
Title: Executive Vice President

Bill of Sale, Assignment - Assumption Agreement

Exhibit A

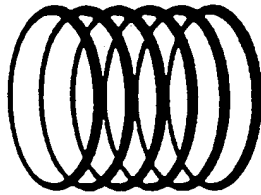
List of Assets

See Attached

OnePipeline Software Inventory

REDACTED

REDACTED



onepipeline

5322 South 3000 East, Suite 200 Salt Lake City, UT 84121
800-395-9180 Toll Free Phone 888-215-1513 Toll Free Fax

ONEPIPELINE INTELLECTUAL PROPERTY INVENTORY UPDATED JULY 5, 2001

I. Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR AN ADVANCED SPEECH RECOGNITION PORTAL FOR A MORTGAGE LOAN MANAGEMENT SYSTEM	09/804.942	3/13/01
INTERFACE SYSTEM FOR A MORTGAGE LOAN ORIGINATOR COMPLIANCE ENGINE	09/804.943	3/13/01
METHOD AND APPARATUS FOR A MORTGAGE LOAN TRANSACTION SERVICE PROVIDER GATEWAY	09/645.801	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN TASK FLOW PROCESS	09/645.800	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN MANAGEMENT SYSTEM	09/645.799	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN PROCESS INTERACTION GATEWAY	09/645.798	8/24/00
METHOD AND APPARATUS FOR VERIFICATION OF A QUALIFIED MORTGAGE LOAN ORIGINATOR	09/645.796	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN ORIGINATION GATEWAY	09/645.775	8/24/00
METHOD AND APPARATUS FOR WORKER COMPENSATION AND TASK PERFORMANCE REPORTING IN A MORTGAGE LOAN TRANSACTION SYSTEM	09/645.774	8/24/00
METHOD AND APPARATUS FOR A MORTGAGE LOAN ORIGINATOR COMPLIANCE ENGINE	09/645.217	8/24/00

II. Trademarks

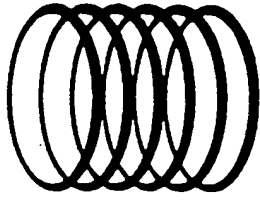
REDACTED

III. Copyrights

REDACTED

Schedule 3.5
List of Assumed Contracts

REDACTED



onepipeline

5322 South 3000 East, Suite 200 Salt Lake City, UT 84121
800-395-9150 Toll Free Phone 866-216-1513 Toll Free Fax

Lender/MBB Name and Branch

Lender/MBB Contact

Lender/MBB Contact Phone Number with area

Real Estate Office Branch Name

ONEPIPELINE EMPLOYMENT APPLICATION & AGREEMENT

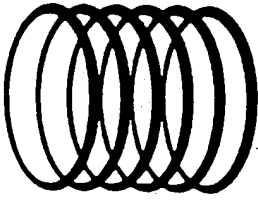
REDACTED

ATTACHMENT A
Section (I)
Employee Information

REDACTED

ATTACHMENT B

REDACTED



onepipeline

6322 South 3000 East, Suite 200 Salt Lake City, UT 84121
800-395-9160 Toll Free Phone 888-216-1513 Toll Free Fax

Lender/MBB Name and Branch

Lender/MBB Contact

Contact Phone Number with area code

Real Estate Company Name and Branch

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

REDACTED

ATTACHMENT A

Section (I)

IC Information

REDACTED

ATTACHMENT B

REDACTED

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (the "Agreement") is made this 21st day of December, 2001, by and between OnePipeline.com, Inc., a Delaware corporation, located in Salt Lake City, Utah, hereinafter referred to as "Assignor," and Jon Rowberry, an individual residing at [8402 S. Robidoux Rd.], hereinafter referred to as "Assignee."
Sandy, Utah 84083

WITNESSETH: Whereas Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby agreed:

1. **TRANSFER OF ASSETS.** Assignor hereby assigns, grants, conveys, transfer and set over to Assignee all personal property and assets, whatsoever and wheresoever situated, which are now, or have ever been, used in connection with the operation of Assignor's business, and which assets include, but are not limited to all personal property and any interest therein not exempt from execution, including all that certain stock of merchandise, store furniture and fixtures, book accounts, books, bills, accounts receivable, cash on hand, cash in bank, patents, copyrights, trademarks and trade names, domain names, trade secrets, other intellectual property, insurance policies, tax refunds, rebates, general intangibles, insurance refunds and claims, and choses in action that are legally assignable; together with the proceeds of any non-assignable choses in action that may hereafter be recovered or received by the Assignor. Further, this general assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority and the Assignor agrees to sign and execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee.

2. **LEASES AND LEASEHOLD INTERESTS.** This General Assignment includes all leases and leasehold interests in any asset of the Assignor; however should the Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished without further liability or obligation to the Assignee.

3. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

4. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

- a. To collect any and all accounts receivable and obligations owing to Assignor and not otherwise sold by Assignee.
- b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.
- c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, domain names, trade secrets, other intellectual property, patents, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best. Assignee shall have the power, in his sole discretion, to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey title to Assignor's property to any bona fide buyer.
- d. To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate.
- e. To make any filings on Assignor's behalf and in Assignor's name with the courts of the State of Utah.
- f. To settle all any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.
- g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this general assignment as Assignee may deem necessary or advisable.
- h. To conduct the business of the Assignor, should the Assignee deem such operation proper.
- i. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, to pay to creditors of Assignor pro rata, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority according to the liquidation preferences such stockholders are entitled thereto.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

5. **POWER OF ATTORNEY.** The Assignor, by this general assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as Attorney in Fact.

6. **ACCEPTANCE BY ASSIGNEE.** By execution of this general assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean a fee equal to (i) \$40,000 to be paid immediately upon execution of this Agreement by Assignor and Assignee, and (ii) 10% of the total amount of funds generated from the sale of and liquidation of Assignor's assets in excess of \$240,000.

7. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

ASSIGNOR:

ONEPIPELINE.COM, INC.

By: 

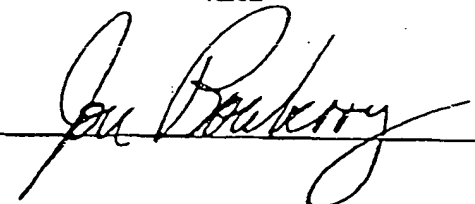
Title: Chairman of the Board

Attested to by: _____

Its Secretary

ASSIGNEE:

JON ROWBERRY



Date of

Acceptance: Dec. 27, 2001